

TULARE COUNTY



SUPPORTED EMPLOYMENT PROGRAM

REQUEST FOR PROPOSAL (RFP) NO. 14-024

OCTOBER 4, 2013

All materials submitted with this Proposal are subject to The Public Records Act
(California Government Code sections 6250-6276.48)

TULARE COUNTY
REQUEST FOR PROPOSAL: NO. 14-024
INVITES PROPOSALS TO CONTRACT FOR

SUPPORTED EMPLOYMENT PROGRAM

The County of Tulare invites proposals for offer of a contract to be submitted to the Purchasing Agent to supply a Supported Employment Program using the Substance Abuse Mental Health Services Administration (SAMHSA) supported employment evidence-based program. The supported employment program is for consumers of Tulare County Mental Health Plan (MHP) mental health services ages 16 years of age and older. Such program will be for a period of March 1, 2014 through June 30, 2016 via an annual contract. However, the County of Tulare reserves the right to terminate the contract, with or without cause, by giving a thirty (30) day written notice of intent to terminate.

VENDOR'S CONFERENCE: On **OCTOBER 16, 2013 at 10:00 A.M. PST** Vendor's conference will be held to discuss vendors' questions pertaining to this Request for Proposal. The meeting will be held at the Tulare County Wellness Center at the Transitional Living Center, 546 E. Tulare Avenue, Visalia, CA 93277. Minutes will be prepared and distributed, in the form of an amendment/addendum, to all Vendors only if necessary to clarify substantive items raised during the Vendor's conference. Notify the Purchasing Department at 559-636-5245 if you will be attending. Those Vendors who are unable to attend the conference in person must fax any questions they have to Purchasing at 559-733-6759 by **5:00 P.M. PST OCTOBER 14, 2013** and their questions will be read into the minutes. No changes or additions will be made to this Request for Proposal within forty (40) working hours of its close date.

ATTACHED SHEETS: The attached sheets are herewith made a part of this Request for Proposal.

Proposals will be received by Tulare County Purchasing Agent, Courthouse Room 3, 221 South Mooney Boulevard, Visalia, CA 93291-4953 until **5:00 p.m. PST on NOVEMBER 5, 2013.**

RETURN PROPOSAL ON THIS FORM.

VENDOR TO COMPLETE

Undersigned agrees to furnish the commodities and/or services as stipulated in this Request for PROPOSAL at the prices, terms and conditions stated.

Company _____ Address _____

Signed by _____ City _____ State _____ Zip Code _____

Title _____ Date _____ Phone No. (____) _____

Email Address _____

Note: This signature page must be turned in with your proposal

TABLE OF CONTENTS

Part I – TIMELINE	4
Part II – INTRODUCTION & BACKGROUND	5
History and Information	
Demographics	
Part III – GENERAL TERMS AND CONDITIONS	6
Part IV – MINIMUM & DESIRABLE PROPOSAL QUALIFICATIONS	13
Part V – REQUIRED PROPOSAL CONTENT	14
1. Proposal Format	
2. Proposal Content	
A. Signature Page (PAGE 2)	Pass/Fail
B. Cover Sheet (PAGE 17)	Mandatory
C. Checklist (PAGE 18)	Pass/Fail
D. Table of Contents	Pass/Fail
E. Provision of Services	Max 40 points
F. Debarment (EXHIBIT A)	Mandatory
G. Cultural Competence and Diversity (EXHIBIT B)	Pass/Fail
H. Cultural Competence Narrative	Max 10 points
I. Organizational Structure	Max 10 points
J. Statement of Experience	Max 20 points
K. Insurance Requirements (EXHIBIT C)	Pass/Fail
L. Cost Proposal (EXHIBIT D)	Max 15 points
M. Location	Max 5 points
N. HIPAA Business Associate Agreement (EXHIBIT E)	Pass/Fail

ATTACHED SHEETS

Exhibit A: Debarment (Instruction for Certification)

To be returned signed with Request for Proposal

Exhibit B: Cultural Competency and Diversity

To be returned signed with Request for Proposal

Exhibit C: Insurance Requirements

Sufficient evidence of coverage must be provided with the Request for Proposal

Exhibit D: Cost Proposals

To be returned signed with Request for Proposal

Exhibit E: HIPAA Business Associate Agreement

To be returned signed with Request for Proposal

Exhibit F: Sample Agreement

For reference purposes only

TIMELINE

(Dates and Times Subject to Change)

Awarding Agency:	County of Tulare
Date of Issuance:	OCTOBER 4, 2013
Vendor Questions Due:	<u>October 14, 2013 @ 5:00 p.m.</u> Tulare County Purchasing Department Fax to (559) 733-6759
Vendor Conference:	<u>October 16, 2013 @ 10:00 a.m.</u> Tulare County Wellness Center Transitional Living Center 546 E. Tulare Avenue Visalia, CA 93277
Deadline for Submitting Proposals:	<u>*NOVEMBER 5, 2013 @ 5:00 p.m.</u> Tulare County Purchasing Department Courthouse Room 3, 221 So. Mooney Blvd. Visalia, CA 93291
<u>*NO PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED</u>	
Number of Copies:	One (1) original and seven (7) copies (Clearly marked as such) of each Proposal due at the Tulare County Purchasing Department
Interviews:	Tentative – Week of December 9, 2013
Contract Awarded by Tulare County Board of Supervisors:	Tentative – Week of February 19, 2014
Vendor Begins Providing Services:	Tentative – Week of March 1, 2014

Part II – INTRODUCTION & BACKGROUND

PROPOSALS will be received by Tulare County Purchasing Agent, Courthouse Room 3, 221 South Mooney Boulevard, Visalia, CA. 93291-4593 **until 5:00 p.m. P.S.T. on NOVEMBER 5, 2013.**

The County of Tulare is seeking proposals for the provision of a Supported Employment Program using the Substance Abuse Mental Health Services Administration (SAMHSA) supported employment evidence-based program. The supported employment program is for consumers of Tulare County Mental Health Plan (MHP) mental health services ages 16 years of age and older, and is intended to assist consumer's in securing paid employment in the public mental health system or community based on preference. Proposals will be rated on the Vendor(s) ability to incorporate and coordinate all services stated within this Request for Proposal (RFP).

The total amount of funds available is estimated to be \$250,000 annually, subject to the availability of funds. No monetary match is required for this RFP; however, local resources and blended funding must be leveraged when and where available. Funds provided through the Supported Employment Program cannot be used to replace or supplant existing services. Funds for this project are available annually for fiscal year 2013/2014 through 2015/2016, tentatively beginning March 1, 2014 and terminating June 30, 2016. Services for these funds will not begin until the contract is awarded and the Board of Supervisors has executed an agreement with the respondent. The County of Tulare reserves the right to terminate the contract, with or without cause, by giving a thirty (30) day written notice of intent to terminate.

More than one eligible agency may be awarded funding as a result of this RFP; the amount of funds awarded may be different than the amount of funds applied for.

Preference for funding shall be for programs that are operated by local, private or public nonprofit organizations with recognized expertise in the fields related to supported employment.

The agency making an application for funding must be directly involved in the delivery of the proposed services.

Respondents shall provide a comprehensive proposal that is inclusive of all elements described in the RFP.

HISTORY & OVERVIEW

The Mental Health Services Act (MHSA), passed in November 2004, yields the first opportunity in many years for Mental Health Departments to provide increased funding, personnel, and other resources to support county mental health programs and monitor progress toward statewide goals for children, transitional age youth, adults, older adults, and families. MHSA addresses a broad continuum of prevention, early intervention, and service needs and the necessary infrastructure, technology, and training elements that will effectively support this system.

The Supported Employment Program is supported by the MHSA Workforce, Education, and Training (WET) component. Additional information regarding MHSA and the WET component can be found at: <http://www.oshpd.ca.gov/HWDD/WET.html>

Per the SAMHSA *Supported Employment: Building Your Program* publication¹, people with serious mental illnesses have many strengths, talents, and abilities that are often overlooked, including the ability and motivation to work. Research has shown the following:

- About 70 percent of adults with serious mental illnesses desire work (Mueser et al., 2001; Rogers et al., 2001).
- Consumers and families consistently identify finding and keeping jobs as a top priority.
- Approximately 60 percent of consumers can be successful at working when using SE services (Bond et al., 2001).

Supported Employment is an approach to vocational rehabilitation for people with serious mental illnesses that emphasizes helping them obtain competitive work in the community and providing the supports necessary to ensure their success in the workplace. Supported employment programs help consumers find jobs that pay competitive wages in integrated settings (i.e., with other people who don't necessarily have disabilities).

The overriding philosophy of supportive employment is the belief that every person with a serious mental illness is capable of working competitively if the right kind of job and work environment can be found. Rather than trying to sculpt consumers into becoming "perfect workers" through extensive prevocational assessment and training, consumers are offered help finding and keeping jobs that capitalize on their personal strengths and motivation. Thus, the primary goal of supportive employment is not to change consumers, but to find a natural "fit."

Practice principles of supported employment:

- Eligibility is based on consumer choice.
- Supported employment services are integrated with comprehensive mental health treatment.
- Competitive employment is the goal.
- Personalized benefits counseling is important.
- Job search starts soon after consumers express interest in working.
- Follow-along supports are continuous.
- Consumer preferences are important.

¹ SAMHSA. *Supported Employment: Building Your Program*. DHHS Pub. No. SMA-08-4364, Rockville, MD: Center for Mental Health Services, Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, 2009.

Part III – GENERAL TERMS AND CONDITIONS

**CONTRACT PROPOSAL
GENERAL CONDITIONS**

1. PREPARATION OF PROPOSALS

- A. All information requested of the Vendor shall be entered in the appropriate space(s) on the form. Failure to do so may disqualify your offer.
- B. All information shall be typewritten or entered in ink. Mistakes may be crossed out and corrections inserted before submission of your proposal. Corrections must be initialed in ink by the person signing the proposal.
- C. Proposals will not be accepted unless signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the Vendor.
- D. To be considered, proposals must be received by the Purchasing Department by the specified closing date deadline. No telegraphic, facsimile or telephone proposals will be accepted.
- E. Any proposals received after the closing date will be returned unopened to the Vendor.
- F. Submit proposal only in a sealed envelope with the proposal number and closing date on the outside of the envelope.
- G. Proposal prices shall remain open and valid subject to acceptance for sixty (60) days after proposal closing date.
- H. Quote separate prices on each individual item in County's unit of measure (i.e., ea, dz, pkg.) not your standard carton price.
- I. Prices proposed are considered accurate and cannot be withdrawn after the proposal is opened.
- J. Upon submission of proposal documents, all such documents shall become the exclusive property of Tulare County.
- K. Time of delivery must be listed as the number of calendar days that elapse after the Vendor received the County's order, through the date that all of the ordered goods or services are received by the County. Time of delivery may be a consideration in the award.
- L. Prices will be considered as net if no cash discount is shown.
- M. Provide any other information not specifically requested which may be considered by the Purchasing Agent. (Purchasing Agent is not obligated to consider any information not specifically requested in this proposal request.)
- N. Tulare County generally solicits proposals from a wide variety of vendors which may include retailers, wholesalers, suppliers, distributors, etc.

O. Tulare County Purchasing Agent reserves the right to:

1. Reject any or all submittals;
2. Request clarification of any submitted information;
3. Waive any informalities or irregularities in any qualification statement;
4. Not enter into any contract;
5. Not to select any firm;
6. Cancel this process at any time;
7. Amend this process at any time;
8. Interview firms prior to award;
9. Enter into negotiations with one or more firms;
10. To award more than one contract if it is in the best interest of the County;
11. To issue similar RFPs or RFQs in the future; or
12. To request additional information.

2. TAXES

- A. Tulare County is exempt from payment of Federal Excise Tax. No Federal Tax should be included in the price. Exemption Certificates will be furnished when applicable.
- B. Unless otherwise definitely specified, the unit price stated herein does not include California State Sales Tax.

3. QUANTITIES

The estimated usage is based on the experience of the past twelve (12) month period or are estimated requirements for one (1) year. It is not expressly implied, nor guaranteed, that the quantities shown will be used in the next contract period, and as such the right is reserved to order decreased or increased amounts from those listed, as may be required. However, it is to be understood that these figures are quite realistic and will be considered in making an award. Actual usage whether lesser or greater than estimated shall not affect the prices as proposed and accepted by the County.

4. INCLUSION IN THE CONTRACT

The County departments and governmental entities listed are those which will participate in the contract. However, the right is reserved by the Purchasing Agent, at her discretion, to include any other County department and/or governmental entity in the contract at the accepted prices.

5. LITERATURE

Vendors shall submit literature which fully describes items on which they are proposing, no later than the closing date of this proposal. Any and all literature submitted must be stamped with Vendor's name and address.

6. PROPOSAL PROCESS

Proposals will consist of proposal, vendor qualifications/experience, previous experience and references.

7. EVALUATION AND AWARD

The County shall evaluate Proposals and Award to that Proposal which would be in the best interest the County. Such evaluation shall be on a best value basis with factor's and worth as follows:

Overall Value	<u>100 points maximum</u>
Signature Page (Page 2)	<u>Mandatory</u>
Cover Sheet (Page 17)	<u>Pass/Fail</u>
Checklist (Page 18)	<u>Pass/Fail</u>
Table of Contents	<u>Pass/Fail</u>
Provision of Services	<u>maximum 40 points</u>
Debarment (EXHIBIT A)	<u>Mandatory</u>
Cultural Competence and Diversity (EXHIBIT B)	<u>Pass/Fail</u>
Cultural Competency Narrative	<u>maximum 10 points</u>
Organizational Structure	<u>maximum 10 points</u>
Statement of Experience	<u>maximum 20 points</u>
Insurance Requirements (EXHIBIT C)	<u>Pass/Fail</u>
Cost Proposal (EXHIBIT D)	<u>maximum 15 points</u>
Location	<u>maximum 5 points</u>
HIPAA Business Associate Agreement (EXHIBIT E)	<u>Pass/Fail</u>

The County shall be the sole judge in making this determination. If your proposal received a fail, your proposal may be disqualified from award.

8. INDEPENDENT CONTRACTOR STATUS

This Contract is entered into by both parties with the express understanding that Vendor will perform all services required under this Contract as an Independent Contractor. Nothing in this contract shall be construed to constitute the Vendor or any of its agents, employees or officers as an agent, employee or officer of County. Vendor agrees to advise everyone it assigns or hires to perform any duty under this contract that they are not employees, agents or officers of County.

Vendor shall be solely responsible for determining the means and methods of performing the specified services and County shall have no right to control or exercise any supervision over Vendor as to how the services will be performed. As Vendor is not County's employee, vendor is responsible for paying all required state and federal taxes. In particular County will not:

- a. Withhold FICA (Social Security) from Vendor's payments.
- b. Make state or federal unemployment insurance contributions on Vendor's behalf.
- c. Withhold state or federal income tax from payments to Vendor.
- d. Make disability insurance contributions on behalf of Vendor.
- e. Obtain unemployment compensation insurance on behalf of Vendor.

Proposal NO. 14-024 – Supported Employment Program

Notwithstanding this Independent Contractor relationship, County, through the Purchasing Agent, shall have the right to designate the sites at which services are to be performed, and to monitor and evaluate the performance of Vendor to assure compliance with this contract.

9. RIGHT TO AUDIT

The County of Tulare reserves the right to verify, by examination of the successful Vendor's records, all invoiced amounts when firm prices are not set forth in the agreement or purchase order resulting from this proposal.

10. LIABILITIES

- A. The successful vendor shall hold the County of Tulare, its officers, agents, and employees harmless from liability of any nature or kind because of the use of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under the agreement or purchase order resulting from this proposal, and agrees to defend, at successful Vendor's own expense, any and all actions brought against the County of Tulare or successful Vendor because of the unauthorized use of such articles.
- B. INDEMNIFICATION: Vendor shall hold harmless, defend and indemnify County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County Property, arising out of the acts or omissions of Vendor or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against County by any taxing authority asserting that an employer-employee relationship exists by reason of the Contract, the costs of any penalty or sanction imposed by any agency with regulatory authority over the activities carried out by Vendor and any claims made against County alleging civil rights violations by Vendor under Government Code Sections 12920 et Seq. (California Fair Employment and Housing Act). Vendor specifically agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death on Vendor's employees or agents. This indemnification obligation shall continue beyond the term of the Contract as to any acts or omissions occurring under the Contract or any extension of the Contract.
- C. The foregoing obligations will continue beyond the term of the contract or purchase order resulting from this proposal as to any act or omission that occurred during its term or any extension thereof.

11. DEFAULT BY SUCCESSFUL VENDOR

- A. Rights and remedies of County for default: In case of default by successful Vendor, the County may procure service(s) from another source and may recover the loss occasioned thereby from any unpaid balance due the successful Vendor by proceeding against the successful Vendor's performance bond, if any, or by suit against the successful Vendor. The prices paid by the County shall be considered the prevailing market price(s) at the time such purchase(s) is made.
- B. Inspection on deliveries which do not meet specifications will be at the expense of successful Vendor.

12. PRICES

During the period under any agreement or purchase orders resulting from this proposal, price shall remain firm for the term of Contract unless stated by Contractor. At no time shall the prices charged the County exceed the prices herein quoted.

13. TERMINATION OF PURCHASE ORDERS OR AGREEMENTS

- A. Purchase orders or contracts which extend into a subsequent fiscal year will automatically cancel if the Tulare County Board of Supervisors does not appropriate funds for the goods and/or services under the purchase order or contract.
- B. The County of Tulare may be giving ten (10) days written notice to the successful Vendor, terminate the contract or purchase order resulting from this proposal prior to its expiration for due cause. Due cause for termination shall be, but not limited to, failure to deliver in quantities required within a reasonable time period, failure of the product to meet specifications, and/or for reasons of unsatisfactory service.
- C. The County may, upon giving thirty (30) days prior written notice to the Vendor, terminate the contract or purchase order, with or without cause.

14. INVOICING

All invoices are to be mailed induplicate to the various locations designated on the "Invoice Address" on each purchase order or contract. Reference shall be made to the purchase order or contract number. Invoice shall be paid once a month on all deliveries made during the month in accordance with the County's normal payment cycle.

15. VENDOR ASSISTANCE

Successful Vendor shall furnish, at no cost to the County, a representative to assist County departments in determining their product requirements.

16. RENEWAL

The contract or purchase order resulting from this proposal may be renewed for an additional three (3) one (1) year terms by mutual written consent.

17. NON FUNDING CLAUSE

Funds provided for services under the terms of this proposal are contingent on availability of public funds. Should sufficient funds not be allocated during those terms, amounts due may be modified or terminated at any time by the County upon thirty (30) day notice. Notice shall be fully given in writing or through service in person by first class mail.

18. PARTICIPATION

The County is currently a member of the Central Valley Purchasing Group which consists of Fresno, Kern, Kings, and Tulare Counties, and the Political Subdivision, Municipalities and Tax Supported Agencies within these County boundaries. Whenever possible, these entities wish to co-op (piggy-back) on existing proposals. Please state if your proposal will, or will not be extended to these entities under the same terms and conditions as stated in this proposal.

YES _____ NO _____

19. RESPONSIBILITY FOR GOVERNMENTAL ENTITIES OTHER THAN THE COUNTY

Those governmental entities, other than the County and its departments, who are listed in this Request For Proposal or who have subsequently included their signified their intention to participate in the Tulare County agreement or purchase order resulting from their proposal. However, their participation will not impose any responsibility for payment of claims or any responsibility whatsoever on the Tulare County Board of Supervisors or the County Purchasing Agent. Each such governmental entity will be billed separately, and payments will be made by warrants drawn on the appropriate funds for the governmental entity.

20. DEBARMENT

Contractor guarantees that it, its employees, contractors, subcontractors or agents (Collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other Federal or state funded health care program, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-Procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other Federal or State funded health care program, as defined by 42. U.S.C. 1320a-7b(f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contract will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

See **EXHIBIT A**, attached with instructions and signature page that must be signed and submitted with this proposal.

21. INFORMATION

Information regarding the results of any proposal may be obtained at the Tulare County Purchasing Department, Courthouse Room 3, 221 South Mooney Blvd., Visalia, CA 93291 for a period of ninety (90) days from the opening date of the proposal. Proposal tabulations will be available for review three (3) days after the proposal opening date and can be obtained from the Purchasing Department clerical staff.

22. SPECIAL CONDITIONS

The SPECIAL CONDITIONS attached hereto supersede the GENERAL CONDITIONS to the extent of any inconsistency between them.

23. HEADINGS:

Headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

Part IV – MINIMUM & DESIRABLE PROPOSAL QUALIFICATIONS

1. The County of Tulare on behalf of the Tulare County Mental Health Department is requesting proposals from qualified vendors to supply a Supported Employment Program using the Substance Abuse Mental Health Services Administration (SAMHSA) supported employment evidence-based program. The supported employment program is for consumers of Tulare County Mental Health Plan (MHP) mental health services ages 16 years of age and older, and is intended to assist consumer's in securing paid employment in the public mental health system or community based on preference. Proposals will be rated on the Vendor(s) ability to incorporate and coordinate all services stated within this Request for Proposal (RFP).
2. Emphasis will be placed on the applicant's ability to:
 - a. Provide individual placements in competitive employment – that is, jobs paying at least minimum wage that any person can apply for – in accord with consumer choices and capabilities without requiring extended prevocational training.
 - b. Employ a rapid job search approach to help consumers obtain jobs directly, rather than providing a lengthy pre-employment assessment, training, and counseling.
 - c. Provide on-site benefits assistance to ensure consumers are knowledgeable about how employment impacts various benefit programs (SSI, SSDA, Medi-Cal, etc.) available to individuals with mental illness, and how to respond appropriately to those impacts (reporting of income, etc.).
 - d. Provide professional job placement support, and mental health therapeutic support via a partnership with Tulare County Mental Health.
 - e. Demonstrate ability to adhere to evidence-based model.
 - f. Evaluate and report performance standards and program effectiveness.
3. The awarded respondent(s) will be responsible for administering services, activities, and funding associated with the Supported Employment Program, including, but not limited to, full staff support, training, implementation, evaluation, developing promotional materials, promoting program awareness, and developing resources to accomplish the Supported Employment Program.
4. Respondent must explain their ability to effectively adhere to the evidence-based model; and evaluate the program to include identifying program goals and indicators; forms, systems, and tools used; and how data will be collected, stored, analyzed, and queried to report outcomes.
5. Organizations responding to this RFP must meet the following minimum qualifications
 - a. Services must meet all American with Disabilities Act (ADA) requirements, and demonstrate through program philosophy, procedures, and staff training that effective services can be provided for participants with disabilities.
 - b. Vendor must have the philosophy, procedures, and staff training that will allow culturally and linguistically diverse participants to be served effectively.
 - c. Minimum of three (3) year history by the vendor of demonstrated fiscal sustainability and positive outcomes in providing services relevant to supported employment.
 - d. Provide all services and fulfill all responsibilities where applicable in accordance with Tulare County Mental Health Plan Policies and Procedures, Department of Health Care Services, California Code of Regulations (CCR), and any other relevant state, federal and local rules and regulations.
 - e. The provider, including the provider's employees and subcontractors must adhere to all training requirements and meetings established the Tulare County Department of Mental Health.

Proposal NO. 14-024 – Supported Employment Program

- f. Vendor must provide reports monthly, quarterly, annually, and/or upon request. Reports are to include but not limited to the following:
 - i. Evaluation plan and logic model, at implementation and as revised
 - ii. Monthly invoice
 - iii. Monthly data report
 - iv. Monthly program narrative report
 - v. Annual outcomes report
- g. The merit of each proposal will be judged largely on the basis of each respondent's narrative. It is important that proposals contain all information required for an effective review process. Proposals should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage and to make a judgment as to the probable success of the proposed effort. The description should be precise and concrete, and designed to have measurable outcomes.
- h. The checklist provided (PAGE A) must be reviewed in order to ensure that all required documents have been included. It must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.
- i. The selected Vendor shall be responsible for all costs associated with administrative support and delivery of Supported Employment Program services provided to Tulare County Department of Mental Health, including but not limited to: The cost proposals shall include any additional costs such as administrative fees identified separate from Supported Employment Program provided services. If not listed no additional fees shall be authorized for payment.
- j. Vendor shall invoice third party payor sources when appropriate, including Medi-Cal.

Part V – REQUIRED PROPOSAL CONTENT

All respondents are expected to comply with the following requirements. However, all Minimum Requirements listed in Part IV of the RFP must be addressed.

1. Proposal Format:

- A. Proposals must be submitted in an appropriately sized 3-ring binder with tabs for each section. The content and sequence of the proposal must be as follows:
 - Signature Page (**Page 2**)
 - Cover Sheet (**Page 17**)
 - Checklist (**Page 18**)
 - Table of Contents
 - Provision of Services
 - Debarment (**EXHIBIT A**)
 - Cultural Competence and Diversity (**EXHIBIT B**)
 - Cultural Competence Narrative
 - Organizational Structure
 - Statement of Experience
 - Client References
 - Insurance Requirements (**EXHIBIT C**)
 - Cost Proposal (**EXHIBIT D**)
 - Location
 - HIPAA Business Associate Agreement (**EXHIBIT E**)

Proposal NO. 14-024 – Supported Employment Program

- B. Submit one original application and seven (7) copies. The original and copies must be in separate binders. Each section must be clearly identified.
- C. Use no less than 11-point font, double-spaced, with one-inch margins on all sides, with text on one side of the page only. All pages should be clearly and sequentially numbered.
- D. The sealed RFP packet shall be labeled **RFP NO. 14-024**, Supported Employment Program. The RFP packet must be submitted with all pages and forms labeled and attached in the order given. Respondents are cautioned to provide thorough and consolidated information. The RFP packet will be used to help determine the respondent's responsiveness and responsibility. The respondent agrees to provide the County with any other information necessary for an accurate determination of the prospective Vendor's qualifications to perform the services requested.

2. Required Proposal Content:

This section specifies the information that will be used to determine the award selection. Submission of all information is required. The respondent is advised to respond thoroughly and completely.

A. Signature Page – (Mandatory) – (PAGE 2)

B. Cover Sheet – (Pass/Fail) – (PAGE 17)

C. Checklist – (Pass/Fail) – (PAGE 18)

D. Table of Contents – (Pass/Fail)

The Table of Contents must be a comprehensive listing of the contents included in your proposal, strictly using the section titles and subtitles as outlined in the checklist. This section must also include a clear definition of the material, exhibits, and supplemental information, if applicable.

E. Provision of Services – (Maximum 40 points)

Please review "Part IV – Minimum & Desirable Proposal Qualifications"

F. Debarment – (Mandatory) – (EXHIBIT A)

1. Sign and attach the form entitled "Certification regarding Debarment, Suspension and other Responsibility Matters – Primary Covered Transactions."

G. Cultural Competence and Diversity – (Pass/Fail) – (EXHIBIT B)

1. Sign and attach the form entitled Cultural Competence and Diversity.

H. Cultural Competence Narrative – (Maximum 10 points)

Provide a narrative of your organization's philosophy of cultural competence and how that philosophy is applied in practice. At a minimum this narrative should include the conceptual framework, the value of diversity, how your agency manages the dynamics of difference, the frequency of self-assessments, and how your agency will acquire and implement cultural knowledge as the individuals and communities you serve evolve.

I. Organizational Structure – (Maximum 10 points)

1. Provide a general statement of the organization's description and profile to include a description of the respondent's number of employees; including copies of licenses, degrees, and other certifications of all staff members.
2. If applicable, provide a copy of respondent's articles of incorporation.

3. If applicable, provide an information packet that includes a partnership, joint venture, or Limited Liability Company. Provide copies of agreements, and specify the role, responsibility, and level of authority of each party.

J. Statement of Experience – (Maximum 20 points)

1. Provide the following information:
 - a. Outline your organization's history.
 - b. Outline your organizations accomplishments relative to Maternal Mental Health
 - c. Number of Years in business under current name, as well as related prior business names.
 - d. Number of years of experience providing Maternal Mental Health Services.
2. Provide information on current services or related service contracts [no more than five (5)] successfully completed within the last five (5) years, include:
 - a. Date of completion and duration of each contract;
 - b. Type of service;
 - c. Location and area served;
 - d. Name, address, telephone, and administrator of each institution where respondent
3. Provide any Maternal Mental Health contracts [no more than five (5)] terminated prior to the original date during the last five years, including
 - a. Date of completion and duration of each contract;
 - b. Type of service
 - c. Location and area served
 - d. Name and address of contract agencies and agency persons administering the contracts; and
 - e. Reason for termination
4. Provide as information on any prior or pending litigation or administrative proceedings involving respondent or principal officers or owners of respondent's organization, in connection with any contracts. Provide details on each instance of litigation.
5. Provide the names, addresses, and phone numbers of at least three (3) client references that substantiate respondent's experience and qualifications in the areas of providing Maternal Mental Health Services. Indicate the relationship between the respondent and the reference.

K. Insurance Requirements – (Pass/Fail) – (EXHIBIT C)

1. Provide sufficient evidence of insurance when submitting the RFP.

L. Cost Proposal – (Maximum 15 points) – (EXHIBIT D)

1. Provide the completed Cost Proposal sheets (one for each year), any start-up costs should be clearly stated.
2. Provide a completed budget narrative (one for each year), any start-up costs should be clearly stated.
3. Provide any past experience in successfully billing third party payors.

M. Location – (Maximum 5 points)

1. Provide a statement indicating if the organization is located within Tulare County boundaries.

N. HIPAA Business Associate Agreement – (Pass/Fail) – (EXHIBIT E)

1. Sign and attach the form entitled HIPAA Business Associate Agreement.

COVER SHEET

SUPPORTED EMPLOYMENT PROGRAM

RFP # _____

Cover Sheet

Respondent's Information			
NAME OF ORGANIZATION:		EIN:	
LEGAL NAME, if different:			
ADDRESS:			
CITY:		ZIP:	
PHONE:	FAX:	WEB SITE:	
CONTACT NAME:		TITLE:	
CONTACT PHONE:		CONTACT FAX:	
CONTACT EMAIL:			
1. Is your organization an IRS 501(c) (3) not-for-profit?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
2. If no, is your organization a public agency/unit of government?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
3. If no, list name and address of fiscal agent:			
Fiscal Agent Name:			
Fiscal Agent Address, City, and Zip:			
Fiscal Agent Address, City and Zip Cont'd:			
Fiscal Agent's EIN:			
Proposal/Budget Information			
Program Title:		Total Amount of Funds Requested:	
Please give a 2-3 sentence summary of proposal:			
Population Served:		Geographic Location Served:	
Authorization			
Printed Name of Respondent's Authorized Signatory:			
Title of Respondent's Authorized Signatory:			
Signature of Respondent's Authorized Signatory:			
Date:			

CHECKLIST

SUPPORTED EMPLOYMENT PROGRAM

RFP # _____

Checklist

Be sure to check each section, as respondents are required to complete and submit each one as directed in Section V, Subsection 2, of this RFP. Attach only such documents as pertinent and necessary to support the proposal.

<input type="checkbox"/> Cover sheet	<input type="checkbox"/> Insurance Requirements – EXHIBIT C
<input type="checkbox"/> Checklist	<input type="checkbox"/> Sample Invoice
<input type="checkbox"/> Signature Page	
<input type="checkbox"/> Table of Contents	<input type="checkbox"/> Provision of Services
	<input type="checkbox"/> Location
<input type="checkbox"/> Debarment – EXHIBIT A	<input type="checkbox"/> Cost Proposal – EXHIBIT D
<input type="checkbox"/> Cultural Competency and Diversity – EXHIBIT B	<input type="checkbox"/> HIPAA Business Associate Agreement – EXHIBIT E
<input type="checkbox"/> Cultural Competence Narrative	
<input type="checkbox"/> Organizational Structure – includes list of Board members and their affiliations	<input type="checkbox"/> One (1) original and seven (7) copies (clearly marked as such)
<input type="checkbox"/> Statement of Experience	<input type="checkbox"/> Proposal is on Standard White 8 ½" by 11" paper, single-sided, and double spaced, using a font size no less than 11, and 1-inch margins on all sides.
<input type="checkbox"/> Client References	<input type="checkbox"/> Deliver in sealed package with markings as Outlined in Part V, Section B of the RFP.

Verification of checklist items noted above	
Printed Name of Respondent Contact Verifying Inclusion of Checklist Items Above:	Title of Respondent Contact:
Signature of Respondent's Authorized Signatory:	Date:

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Printed Name & Title

Name of Agency or Company

EXHIBIT B

CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and COUNTY agree that:

- Cultural competence is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.

I agree with the above terms and conditions:

Signature

Date

Name

Title

Company

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single Limit per occurrence (occurrence Form CG 00 01). If an annual aggregate applies it must be no less than \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. CONTRACTOR must submit endorsements to the General Liability and Auto Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*
2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors.
 - a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the Contractor, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers' compensation and employer's liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-):VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT D

TULARE COUNTY DEPARTMENT OF MENTAL HEALTH
Supported Employment Program RFP Budget Worksheet

Date:	
Provider Name:	
Program Name:	
RFP Number:	
RFP Title:	

[illegible]

EXHIBIT D

OPERATING EXPENSES TOTAL					
OTHER OPERATING EXPENSES					
Prof Services (contracted services)					
(list type of service, i.e. Interpreter Service)					
Training & Conferences					
Course Expense / Fees					
Travel Expenses					
Per Diem					
Program Oversight and Evaluation					
Audit expense					
Corporate Allocation					
Evaluation expense					
Indirect Expense (% _____)					
OTHER OPERATING EXPENSES TOTAL					
TOTAL EXPENSES					

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between _____, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms are defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Tulare, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Agreement. "Agreement" shall mean the contract or other agreement to which this Exhibit is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of

Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d): *Standard: Minimum Necessary.*

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually

Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. Compliance with the HIPAA Privacy and Security Rules.

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Exhibit, or as required by law.

5. Permitted Uses and Disclosures.

(a) Except as otherwise limited in this Exhibit, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Exhibit, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Exhibit, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains the appropriate medical release from the person whose Protected Health Information is being disclosed and the person to whom the Protected Health Information is disclosed provides reasonable assurances that the Protected Health Information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Exhibit, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Exhibit. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Exhibit. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure

of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of the Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Exhibit, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

14. Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. Term and Termination.

(a) The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in

possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Agreement, Business Associate shall recover any Protected Health Information relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Agreement if it determines that Business Associate has violated a material term of this Exhibit.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Lost Revenues; Penalties/Fines.**

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

18. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

I agree with the above terms and conditions:

Signature

Date

Name

Title

Company

EXHIBIT F

SAMPLE AGREEMENT

I. INTRODUCTION

THIS AGREEMENT is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and _____, referred to as CONTRACTOR, with reference to the following:

II. RECITALS

A.

B.

C.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM:** This Agreement shall become effective as of _____ and shall expire at 11:59 PM on _____ unless otherwise terminated as provided in this Agreement.
2. **SERVICES TO BE PERFORMED:** See attached **EXHIBIT A**
3. **PAYMENT FOR SERVICES:** See attached **EXHIBIT B**.

IV. GENERAL TERMS

4. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

Withhold FICA (Social Security) from CONTRACTOR'S payments.
Make state or federal unemployment insurance contributions on
CONTRACTOR'S behalf.
Withhold state or federal income tax from payments to CONTRACTOR.
Make disability insurance contributions on behalf of CONTRACTOR.
Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. COMPLIANCE WITH LAW: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. RECORDS AND AUDIT: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing for a period of five (5) years from the date of final payment under this Agreement.

8. CONFLICT OF INTEREST:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY

designated representative and provide all information needed for resolution of this question.

9. INSURANCE: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the submitting department evidence of required insurance as set forth in **EXHIBIT C** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

10. INDEMNIFICATION: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. TERMINATION:

Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or
- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

- (6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
- (7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. LOSS OF FUNDING: It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. FORM DE-542: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14.NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Phone No.:_____

Fax No.:_____

CONTRACTOR:

Phone No.:_____

Fax No.:_____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

16. DISPUTE RESOLUTION: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

18. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. WAIVERS: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

25. ASSURANCES OF NON-DISCRIMINATION: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):

(a) CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT D** attached.

(b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protection of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.

(c) COUNTY may immediately terminate this Agreement if COUNTY determines that CONTRACTOR has violated a material term of this provision.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____ BY _____
Chairman, Board of Supervisors

ATTEST: JEAN ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

CONTRACTOR

Date: _____ By _____
TITLE _____

Date: _____ By _____
TITLE _____

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By _____
Deputy
Date _____